

**ROBERT D. EASSA (SBN: 107970)
DELIA A. ISVORANU (SBN: 226750)
FILICE BROWN EASSA & MCLEOD LLP
1999 Harrison Street, 18th Floor
Tel: (510) 444-3131
Fax: (510) 839-7940**

Attorneys for Defendants

SAMUEL BERNARD JOHNSON III
4420 Abruzzi Circle
Stockton, California 95206
(209) 982-5904

Plaintiff - *In Pro Se*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

SAMUEL BERNARD JOHNSON III.) Case No. C 07-05756 SJ

Plaintiff.

JOINT CASE MANAGEMENT STATEMENT

CHEVRON CORPORATION, a Delaware corporation and CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY, a California Corporation and DOES 1-10.

Defendants.

JOINT CASE MANAGEMENT STATEMENT

Defendants Chevron Corporation and Chevron Environmental Management Company (collectively “Chevron”), represented by Filice Brown Eassa & McLeod LLP (“Counsel for Chevron”), and Plaintiff Samuel Bernard Johnson III (“Plaintiff Johnson”), Plaintiff Johnson appearing *in pro se*, in response to the Court’s April 30, 2008, Order scheduling a further Case

1 Management Conference (“CMC”) for May 16, 2008, and requiring the parties to submit a Joint
2 Case Management Statement (“Statement”) by Friday, May 9, 2008, hereby submit the following
3 Statement pursuant to Federal Rules of Civil Procedure, rule 26(f):

4 **A. JURISDICTION AND SERVICE**

5 Plaintiff Johnson has alleged employment-related claims under Title VII of the Civil Rights
6 Act of 1964 (42 U.S.C. § 2000(e), *et. seq.*), Title I of the Americans with Disabilities Act of 1990,
7 (42 U.S.C. § 12101, *et seq.*) the California Fair Employment and Housing Act (California
8 Government Code § 12940, *et. seq.*) and equitable and other relief is sought under 42 U.S.C.
9 §2000e-5(g). Jurisdiction is proper pursuant to 28 U.S.C. §1331 and 28 U.S.C. §1367(a). Venue is
10 proper pursuant to 28 U.S.C. §1443 and 28 U.S.C. §1391(b)(1)(2).

11 All parties have been served.

12 **B. FACTS AND LEGAL ISSUES**

13 Plaintiff Johnson is a former Chevron Environmental Management Company employee
14 who commenced his employment with Chevron as a Procurement Specialist on August 15, 2005.
15 Plaintiff Johnson was terminated less than one year later, on August 7, 2006. Plaintiff Johnson
16 alleges that, during his employment, he was harassed, discriminated and retaliated against on the
17 basis of his race and for complaining of alleged unlawful conduct.

18 Chevron denies each of Plaintiff Johnson’s claims. Plaintiff Johnson was terminated for
19 legitimate business reasons, including without limitation, his inability to accept instruction—
20 including direct orders—despite repeated counseling and a prior disciplinary suspension for
21 insubordination. Plaintiff Johnson’s poor performance and insubordination occurred on multiple
22 occasions and is well documented. In addition, Plaintiff Johnson’s complaints were promptly and
23 thoroughly investigated by Chevron’s Human Resources/Employee Relations departments and
24 were found to be without merit.

25 Plaintiff Johnson agrees somewhat with Chevron’s proposal except that Plaintiff
26 Johnson also requests that the below be substituted for sentence 2 in paragraph 1:

27 Plaintiff Johnson was wrongfully terminated less than one year later, on August 7, 2006.
28 Plaintiff Johnson alleges that, during his employment, he was harassed, discriminated and

1 retaliated against on the basis of his race, (confidential medical condition already in the Court's
2 record) and for complaining of alleged unlawful discriminatory and retaliatory employment
3 practices that others as well as he were being subjected to. Plaintiff Johnson also alleges that after
4 others participated in a protected activity they were subjected to retaliation by Chevron.

5 Plaintiff Johnson alleges that during and after Chevron conducted its Human
6 Resources/Employee Relations department investigations that he was subjected to further
7 discriminatory employment practices in the form of harassment, discrimination, a hostile work
8 environment and retaliation for participating in a protected activity that culminated in his
9 employment being wrongfully terminated on August 7, 2006.

10 Chevron denies each of Plaintiff Johnson's claims and asserts that it has violated no laws
11 with regard to Plaintiff Johnson. Moreover, Plaintiff Johnson's statements as to other employees
12 are without foundation and personal knowledge and are also irrelevant given that this is not a
13 representative action.

14 **C. ANTICIPATED MOTIONS**

15 Chevron anticipates filing a Motion for Summary Judgment, or in the alternative, Summary
16 Adjudication, following completion of non-expert discovery.

17 Plaintiff Johnson filed a Motion to Seal certain documents in or around January of 2008.
18 Chevron does not oppose the sealing of the records described in Plaintiff Johnson's Motion to Seal.
19 Plaintiff Johnson requests that the Court make a ruling on the Motion filed by Plaintiff Johnson to
20 seal certain documents.

21 Plaintiff Johnson agrees somewhat with Chevron's proposal except that Plaintiff Johnson
22 also requests that the below be added as a new paragraph after paragraph 2:

23 Should the Court agree with Counsel for Chevron in its contention that Plaintiff Johnson
24 cannot amend his pleadings by requesting such through this Statement, then Plaintiff Johnson plans
25 to bring a Motion for Leave to File a First Amended Complaint after such a ruling and/or order has
26 been issued denying Plaintiff Johnson with Leave to File a First Amended Complaint as a result of
27 the parties conducting a CMC on Friday, May 16, 2008. Plaintiff Johnson anticipates scheduling a
28 hearing for the Honorable Susan Illston to render a decision on this matter in July of 2008.

1 **D. PLEADINGS**

2 Prior to any Defendant appearing in this action, the Court, on January 15, 2008, issued a
 3 stay of all proceedings pending appointment of counsel for Plaintiff Johnson. However, recently, in
 4 the Court's March 24, 2008, Order scheduling a CMC and requiring the parties to submit a Joint
 5 Case Management Statement, the Court stated it is necessary for this matter—pending since
 6 November 14, 2007—to proceed although Plaintiff Johnson has not yet obtained an attorney. In
 7 addition, in its subsequent April 1, 2008, Order the Court specifically stated that no further
 8 continuances would be granted. Accordingly, given the Court' Order that the parties file the
 9 requested Statement, it is Chevron's understanding that the stay of proceedings has been lifted. As
 10 a result, and given that this matter has already been pending for more than five months, Chevron
 11 filed an Answer to Plaintiff Johnson's November 14, 2007 Complaint. Indeed, without this initial
 12 appearance, Chevron would not be able to submit this Statement.

13 Plaintiff Johnson will inform the Court and Counsel for Chevron of any substantive status
 14 as it pertains to obtaining counsel for Plaintiff Johnson. In the interim Plaintiff Johnson contends
 15 that he is fully prepared to litigate this matter on behalf of himself.

16 **E. AMENDMENT OF PLEADINGS**

17 Plaintiff Johnson recently agreed to dismiss certain previously named Defendants,
 18 specifically, Chevron Corporation Long-Term Disability Plan Organization, Catherine Drew,
 19 Kathryn M. Gallacher, Susan J. Solger, Sellers Stough, Krystal Tran, Debbie Wong and Gary A.
 20 Yamshita, without prejudice, leaving only Chevron Corporation and Chevron Environmental
 21 Management Company as the Defendants in this action. Plaintiff Johnson also agreed to dismiss
 22 his U.S.C. 42 section 1983 claims against all Defendants. The Court entered an Order in
 23 conformity with this Stipulation on April 1, 2008.

24 Plaintiff Johnson has informed Counsel for Chevron that he will amend the Complaint to
 25 re-add Chevron Corporation Long-Term Disability Plan Organization and the previously named
 26 but dismissed individual employees as Defendants and to assert a new claim pursuant to 42 U.S.C.
 27 section 1981, within sixty (60) days from the date of the CMC.

28 Chevron contends that, pursuant to Federal Rules of Civil Procedure, Rule 15(a), Plaintiff

1 Johnson must formally seek leave of court by filing a Motion to Amend, which Chevron will
 2 oppose.

3 Plaintiff Johnson agrees somewhat with Chevron's proposal except that Plaintiff Johnson
 4 also requests that the below be added at the end of paragraph 2:

5 Based on Plaintiff Johnson's notification to Counsel for Chevron prior to dismissing the
 6 employees and Chevron Corporation Long-Term Disability Plan Organization, Plaintiff Johnson
 7 informed Counsel for Chevron that he had incorrectly cited a 42 U.S.C. § 1983 claim and did not
 8 exhaust his administrative remedies under Title VII and section 12101, et seq. before naming these
 9 Defendants in this case. In the interest to save the parties and this Court time, Plaintiff Johnson
 10 voluntarily agreed to dismiss these Defendants to streamline the case for settlement purposes.
 11 Plaintiff Johnson contends that Counsel for Chevron agreed with Plaintiff Johnson dismissing the
 12 Defendants and the parties initiated the process of dismissing these Defendants with the agreement
 13 that Plaintiff Johnson could amend his Complaint at a later date. *See April 1, 2008, Stipulation*
 14 *filed with the Court.*

15 Prior to the Stipulation, Plaintiff Johnson informed Counsel for Chevron that he had
 16 planned on amending the Complaint on April 1, 2008, to remove the employees, Chevron
 17 Corporation Long-Term Disability Plan Organization as well as to bring a 42 U.S.C. § 1981 claims
 18 against these Defendants by amending the Complaint. In an attempt to revoke its agreement with
 19 Plaintiff Johnson, Counsel for Chevron filed its Answer with the Court on April 10, 2008. After
 20 doing so, Counsel for Chevron wants to cry foul and state that they will oppose such a Motion for
 21 Leave to Amend the Complaint by Plaintiff Johnson. Plaintiff Johnson further contends that such a
 22 Motion for Leave to Amend the Complaint is governed by FRCP 15 and given such, Plaintiff
 23 Johnson makes such a request to the Court to amend the Complaint in the Statement. Plaintiff
 24 Johnson states that pursuant to FRCP 15, "[t]he Court should freely give leave when justice so
 25 requires." Plaintiff Johnson will also amend his 42 U.S.C. § 2000(e), *et seq.* and Cal. Gov't Code §
 26 12940, *et. seq.* claims.

27 In response to the preceding paragraph, Chevron responds that it **never** waived its right to
 28 oppose any attempt by Plaintiff Johnson to amend his pleadings. Indeed, to do so would be

1 nonsensical as certainly, Chevron would not agree to simply give Plaintiff Johnson a blanket right
2 to amend his pleadings in any manner without opposition from Chevron. Rather, the referenced
3 Stipulation simply states that Plaintiff Johnson's voluntary dismissal was made without prejudice.
4 Moreover, Chevron does not seek to "revoke its agreement with Plaintiff Johnson." Indeed,
5 Plaintiff Johnson's election to voluntarily dismiss his section 1983 claim and the individually
6 named Defendants (because Chevron was in the process of preparing a Motion to Dismiss this
7 claim and individuals) did not require ANY agreement from Chevron. Any plaintiff can dismiss
8 any claims and any parties at any time without the opposing party's agreement. Rather, Chevron's
9 agreement in the Stipulation pertained to its agreeing to Plaintiff Johnson's request that the Court
10 continue the date of the Case Management Conference, and nothing else. Finally, Chevron's
11 Opposition to any attempt by Plaintiff Johnson to amend his pleadings will provide ample legal and
12 factual bases as to why this is not a situation where a liberal pleading standard should be applied or
13 where "justice" requires the granting of leave to amend.

14 **F. EVIDENCE PRESERVATION**

15 On or around November 13, 2007, Plaintiff Johnson directed an email to Chevron making a
16 Request for Preservation Order on all documents, emails, voice mail, and other electronically-
17 recorded material pertaining to this action. Plaintiff Johnson has preserved whatever evidence that
18 he has in his possession.

19 Even prior to Plaintiff Johnson's request, and in conformity with Chevron's policies and
20 procedures regarding the preservation of records, Chevron preserved all pertinent documents in its
21 possession, custody or control. Indeed, Chevron has already produced approximately 9,000
22 documents requested by Plaintiff Johnson in his separately pending Workers Compensation action.

23 Plaintiff Johnson agrees somewhat with Chevron's proposal except that Plaintiff Johnson
24 also requests that the below be substituted for the last sentence in paragraph 1:

25 Plaintiff Johnson has preserved whatever evidence he has in his possession, custody and/or
26 control after being directed on November 13, 2007, to do so by in-house counsel for Chevron.

27 Plaintiff Johnson agrees somewhat with Chevron's proposal except that Plaintiff Johnson
28 also requests that the below be added at the end of paragraph 2:

1 While Chevron has produced to date in the Workers' Compensation administrative
2 proceeding 8,800 documents pursuant to the Honorable Alvin R. Webber's August 7, 2007, Order,
3 the Order called for 31 categories to be produced by Chevron, in which only 2 categories are
4 related to this case. Plaintiff Johnson contends that he informed Counsel for Chevron in April of
5 2008, that he would seek additional discovery beyond what he requested in the Workers'
6 Compensation administrative proceeding given the fact that Plaintiff Johnson plans on amending
7 the Complaint. Even if Plaintiff Johnson did not amend the Complaint, Plaintiff Johnson would
8 seek additional discovery beyond what was requested in the Workers' Compensation
9 administrative proceeding to properly prove the claims that he has asserted in this case.

10 Chevron responds that the documents produced pertained to Plaintiff Johnson's
11 employment and termination, as well as the alleged disability, which are part of this action, and as
12 such, all relate to Plaintiff Johnson's claims in this case. Although Plaintiff Johnson was employed
13 for less than one year, Chevron produced approximately 9,000 documents, including the desk files
14 of Plaintiff's supervisor(s), the HR/Employee relations records evidencing the investigations into
15 Plaintiff Johnson's unsubstantiated complaints, Plaintiff Johnson's performance and termination
16 related documents and email communications related to Plaintiff Johnson, and it is unlikely that
17 Chevron will have much more to produce in response to any discovery requests in this matter.
18 Moreover, given the breadth of the documents previously produced, this further supports
19 Chevron's position that this case can be ready for trial by April 2009.

20 **G. INITIAL DISCLOSURES**

21 The parties shall exchange initial disclosures on Friday, May 23, 2008.

22 **H. DISCOVERY**

23 This case is in its early stages of litigation and, in fact, Chevron has just appeared. No initial
24 disclosures have been made. The parties will seek discovery of the facts and documents underlying
25 their respective contentions and allegations. Neither party anticipates the need for any limitations
26 or changes regarding discovery.

27 **1. Depositions:** Chevron anticipates taking less than 5 depositions total. Plaintiff Johnson
28 anticipates taking 20-30 depositions total. Many of these depositions will likely take no more than

1 two (2) to three (3) hours and can be coordinated so as to complete multiple witnesses in a single
2 day. Plaintiff Johnson plans to transmit an initial list of the names of the witnesses prior to
3 attempting to schedule such depositions with Counsel for Chevron. Given Plaintiff Johnson's work
4 schedule, limited vacation and sick time, Plaintiff Johnson respectfully requests that Counsel for
5 Defendant try to schedule depositions on Saturdays, with Sundays as a last resort for such
6 depositions to take place. Such an effort by Counsel for Chevron will lead the party's to getting to
7 the facts of this case for possible settlement or even trial.

8 Chevron contends that Plaintiff Johnson's anticipated effort to take "20-30" depositions
9 exceeds the limits for discovery. Any effort by Plaintiff Johnson to obtain discovery beyond the
10 allowable scope defined by the Federal Rules of Civil Procedure will be met by the prompt filing
11 of a Motion for Protective Order. Moreover, while Chevron is amenable to coordinating the
12 scheduling of proceedings with Plaintiff Johnson to the extent reasonably possible, neither Chevron
13 nor its employees have any duty to appear for depositions on weekends and in fact, weekend
14 depositions are expressly precluded by discovery rules.

15 **2. Written Discovery:** Each party intends to serve written discovery. Chevron anticipates
16 serving Interrogatories, Requests for Production, Requests for Admission, as well as issuing
17 subpoenas for production of Plaintiff Johnson's medical and psychological records. Plaintiff
18 Johnson intends to serve Requests for Production, Requests for Admissions and Interrogatories as
19 well as issuing subpoenas for production of some if not all of the additionally added defendants'
20 medical, psychological and employment records.

21 **I. RELATED CASES**

22 Plaintiff Johnson contends that there is a related case that is before the Honorable Alvin R.
23 Webber entitled Samuel B. Johnson III v. Chevron Corporation, et al., State of California,
24 Department of Industrial Relations, Division of Workers' Compensation, Workers' Compensation
25 Appeal Board, Case No. STK 0206833. This administrative proceeding involves claims of
26 discrimination for filing an on-line work related injury claim form on or around May 26, 2006,
27 filing a Workers' Compensation claim on or around July 12, 2006, that the work restrictions
28 imposed by the doctor that Chevron sent Plaintiff Johnson too were objected to after Plaintiff

1 Johnson was informed that Chevron had agreed to such, that the Applicant was subjected to
2 discrimination due to his confidential medical condition that is in the Court's record and that the
3 Applicant's employment was wrongfully terminated on August 7, 2006 due to such. In order to
4 address these claims, the Applicant filed an Application for Discrimination Benefits Pursuant to
5 Labor Code Section 132A, an Application for Benefits for Serious and Willful Misconduct of
6 Employer, (collectively the "Applications") and a psychiatric injury claim. Plaintiff Johnson
7 would like to inform the Court that the administrative proceeding before the Honorable Alvin R.
8 Webber commenced in or around November of 2006. That the parties are in what this
9 administrative proceeding calls the pre Declaration of Readiness investigation stage. Plaintiff
10 Johnson also would like to inform this Court that he anticipates a hearing/trial to occur in April of
11 2009, after filing a February 2, 2009, Declaration of Readiness to Proceed. Plaintiff Johnson
12 further informs this Court that such was clearly communicated to Counsel for Chevron after the
13 parties' meet and confer regarding preparing a Statement for submittal to the Court. Now Counsel
14 for Chevron wants to try to set an April 2009, trial date in this case as well.

15 As it pertains to the Applications, the Applicant seeks relief under California Fair
16 Employment and Housing Act, Cal. Gov't Code § 12940, *et seq.*, Title I of the Americans with
17 Disabilities Act of 1990, as amended and Cal. Lab. Code §§ 3208.1 and 3208.3, *et seq.*

18 In response to the above, Chevron contends that Plaintiff Johnson did advise Chevron that
19 he anticipated a hearing in his Workers' Compensation action "next year." Counsel for Chevron
20 requests an April 2009 trial date in this Federal action because that is 12 months from the date of
21 this Statement and Chevron believes that is ample time to bring this case to trial. Moreover, it is
22 unclear and unknown upon what information or basis Plaintiff Johnson is able to determine that his
23 Workers' Compensation hearing will occur in April 2009 when indeed, the Administrative Judge in
24 that matter has not even made this determination given that no Declaration of Readiness to Proceed
25 (which triggers the setting of the Workers' Compensation trial date) has been filed and Plaintiff
26 Johnson does not anticipate filing said Declaration for another ten months.

27 **J. SETTLEMENT AND ADR**

28 This case has been previously mediated through the Equal Employment Opportunity

1 Commission, San Francisco Division mediation program in January of 2007. The parties are
 2 willing to participate in mediation through the Court's mediation program and services. However,
 3 Chevron requests that, in order to have a meaningful mediation, the Court *not* order mediation to be
 4 completed until the parties have completed non-expert discovery (i.e., the date of discovery cut-
 5 off). Should the Court also schedule a Settlement Conference at or near the date of trial, Chevron
 6 will stipulate to the trial judge acting as the settlement judge.

7 Plaintiff Johnson requests the following ADR schedule: The Court has already set this case
 8 for its Alternative Dispute Resolution Multi-Option Program pursuant to ADR Local Rule 3. In
 9 accordance with those rules and Court imposed deadlines, Plaintiff Johnson respectfully requests
 10 that this matter be set for ADR pursuant to those Court imposed deadlines. After the parties have
 11 selected the type of ADR process then (90) days from the date of the order referring the case to an
 12 ADR process, unless otherwise ordered by the Court. Plaintiff Johnson contends that he dismissed
 13 all of the previously named Defendants with the exception of Chevron Corporation and Chevron
 14 Environmental Management Company in good faith that this would streamline this case for
 15 settlement through discussions with Counsel for Chevron leading up to the ADR selection process.
 16 The parties even discussed having settlement discussions outside of the Court.

17 Plaintiff Johnson also requests that the Court order another mediation session when non-
 18 expert discovery has been completed (i.e., the date of discovery cut-off). Should the Court also
 19 schedule a Settlement Conference at or near the date of trial, Plaintiff Johnson requests that any
 20 settlement discussion be set before the Honorable Susan Illston.

21 Chevron asserts that settlement was never discussed with Plaintiff Johnson in relation to
 22 Chevron's request that Plaintiff Johnson voluntarily dismiss his 42 U.S.C. section 1983 claim
 23 (which cannot be asserted against private entities) and voluntarily dismiss all individually named
 24 employees. Rather, Chevron advised Plaintiff Johnson—just as it informed the Court in early
 25 correspondence, even prior to Chevron communicating with Plaintiff Johnson regarding this
 26 action—that it would file a Motion to Dismiss the section 1983 claims and all Defendants other
 27 than Chevron Corporation and Chevron Environmental Management Company. Indeed, it was this
 28 anticipated Motion to Dismiss which caused Plaintiff Johnson to request the Court's assistance in

1 obtaining an attorney and resulted in the lengthy stay of proceedings. If necessary, Chevron will
 2 produce to the Court as Exhibits in support of its anticipated Opposition to any effort by Plaintiff
 3 Johnson to amend his Complaint, written correspondence between Counsel for Chevron and
 4 Plaintiff Johnson (as well as Plaintiff Johnson's representative) wherein the issue of a voluntary
 5 dismissal was discussed, and there is **no mention** of settlement related to that dismissal. Rather, the
 6 dismissal was always requested simply to streamline the issues, avoid a Motion to Dismiss, and
 7 simplify matters for the parties and the Court.

8 Plaintiff Johnson agrees somewhat with Chevron's proposal except that Plaintiff Johnson
 9 also requests that the below be substituted for paragraph 2:

10 Plaintiff Johnson even informed Counsel for Chevron that if they were serious about
 11 settlement of this case that they should begin the process immediately. Plaintiff Johnson further
 12 contends that he provided Counsel for Chevron with 45 days to try and reach an early settlement or
 13 he would proceed with amending the Complaint by asserting the correct claim of 42 U.S.C. § 1981
 14 against the individual employees and Chevron Corporation Long-Term Disability Plan
 15 Organization. Now Counsel for Chevron wants to state that the parties did not have such a
 16 discussion. If needed, Plaintiff Johnson will produce emails to show the Court that the parties had
 17 such discussions before the stipulation was executed and put before the Court for review and
 18 implementation.

19 Plaintiff Johnson asserts that he believes that this matter can be settled through the Court's
 20 ADR process and therefore requests that this Court order the parties to provide to it a list of the key
 21 discovery and/or types of discovery that will assist the parties in reaching a settlement in this
 22 matter. Such a list should be served on each party and filed with the Court within ten days from
 23 the date of the Friday, May 16, 2008, CMC. In keeping with the Court's tradition of assigning a
 24 case to its Alternative Dispute Resolution Multi-Option Program, Plaintiff Johnson filed with the
 25 Court on April 23, 2008, Plaintiff's Selection of ADR Process and [Proposed] Order, wherein
 26 Plaintiff Johnson selected mediation as the ADR process for this case.

27 **K. PROPOSED TRIAL DATE**

28 As set forth below, Chevron proposes a trial date of April 2009, while Plaintiff Johnson

1 proposes a trial date of April or June 2010.

2 **L. SCHEDULING**

3 **1. Trial:** Chevron proposes April 2009, as the trial date in this matter. Chevron contends
4 that this case has already been pending for more than five months, will have been pending for
5 seventeen months by April 2009, and that the issues are not complex or complicated. Moreover,
6 litigation is always burdensome and Chevron asserts that burden upon Plaintiff Johnson is not a
7 sufficient basis for further protracting this litigation.

8 Plaintiff Johnson disagrees with Chevron's proposal and requests the following: Plaintiff
9 Johnson proposes a trial date of April or June of 2010. Chevron's proposed schedule for a trial sets
10 this matter on a fastrak schedule. Given Plaintiff Johnson's work schedule, such a trial date of
11 April 2009 is unattainable in order to arrange to take depositions, to interview witnesses, which
12 may include some of Chevron's executives, Human Resources personnel in California and Texas
13 and various employees in California and Texas. An April 2009, trial date as proposed by Counsel
14 for Chevron places an undue burden on Plaintiff Johnson, which could deny him his due process
15 and a fair trial. Plaintiff Johnson also informed Counsel for Chevron during the week of April 7,
16 2008, that he planned to pursue various areas of discovery in order to prove his claims asserted in
17 this case. Such a request for this discovery could not be conducted with an April 2009, trial date.
18 Plaintiff Johnson further contends that this case has not been pending for five months as asserted
19 by Counsel for Chevron. The parties began preparing for a meet and confer regarding initial
20 disclosures, early settlement, ADR process selection, and discovery plan in early January 2008,
21 before the Honorable William H. Alsup issued his January 15, 2008, stay of proceedings. Plaintiff
22 Johnson further contends that the parties also had discussions in early and late December of 2007,
23 regarding waiver of service of the Complaint.

24 Therefore, Counsel for Chevron's contention that this case has been pending for five
25 months is incorrect and without merit.

26 In response, Chevron contends that a mere cursory review of the Court's files reveals that
27 Plaintiff Johnson filed this action more than 5 months ago, in November 2007. Thus, in fact, this
28 case has been pending for that period of time. Moreover, as indicated by Plaintiff Johnson's

1 proposed discovery plan, Plaintiff Johnson intends to exceed the limits of discovery, particularly as
 2 to depositions. One is not deprived of "due process" because they are denied the opportunity to
 3 take discovery which is precluded, as a matter of law, by the Federal Rules of Civil Procedure.
 4 Moreover, as noted above, it is questionable as to what discovery Plaintiff Johnson would seek that
 5 cannot be completed in time for an April 2009 trial date given that Chevron has previously
 6 produced 9,000 documents to Plaintiff Johnson in his Workers' Compensation action which also
 7 pertain to this Federal action.

8 **2. Final Pretrial Conference:** The parties request that the Court schedule the Final
 9 Pretrial Conference pursuant to the Court's typical scheduling procedures, once all parties have
 10 appeared and the Court has set a trial date.

11 **3. Discovery Cut-Off:** The parties request that the Court schedule the Discovery Cut-
 12 Off date pursuant to the Court's typical scheduling procedures, once all parties have appeared and
 13 the Court has set a trial date.

14 **4. Law and Motion Cut-Off:** The parties request that the Court schedule the Law and
 15 Motion Cut-Off date pursuant to the Court's typical scheduling procedures, once all parties have
 16 appeared and the Court has set a trial date.

17 **5. Expert Discovery:** The parties request that the Court schedule the dates for
 18 disclosure of expert witnesses and completion of expert witness discovery pursuant to the Court's
 19 typical scheduling procedures, once all parties have appeared and the Court has set a trial date.

20 **M. TRIAL ESTIMATE**

21 Chevron's preliminary trial estimate is ten to twelve days. Plaintiff Johnson estimates
 22 preliminary trial estimate is twelve to fifteen days.

23 **N. DISCLOSURE OF INTERESTED ENTITIES OR PERSONS**

24 As noted in Chevron's Certificate of Interested Parties, no entities other than the current
 25 parties (Chevron Corporation and CEMC) have an interest in this action.

26 Plaintiff Johnson agrees somewhat with Chevron's proposal except that Plaintiff Johnson
 27 also requests that the below be added after paragraph 1:

28 As noted in Plaintiff Johnson's Certificate of Interested Parties, in addition to these

1 Defendants (Chevron Corporation and Chevron Environmental Management Company), Plaintiff
2 Johnson contends that Chevron Corporation Long-Term Disability Plan Organization, Catherine
3 Drew, Kathryn M. Gallacher, Susan J. Solger, Sellers Stough, Krystal Tran, Debbie Wong and
4 Gary A. Yamshita and DOES 1-10 have an interest in this action. Chevron disputes this as these
5 individuals are not parties to this action at this time given that they were voluntarily dismissed by
6 Plaintiff Johnson.

7 **O. OTHER MATTERS**

8 **Stipulated and/or Protective Order**

9 Plaintiff Johnson contends that there is a need for a Protective Order to protect his
10 confidential medical and private information from being further disseminated. Given such,
11 Plaintiff Johnson requests that the Court either direct the parties to try an negotiate a Stipulated
12 Protective Order and submit such to this Court within ten days from the Friday, May 16, 2008,
13 CMC or Plaintiff Johnson can file with the Court and serve on all parties his version of a Protective
14 Order for this Court's approval.

15 **Discovery Disputes**

16 Currently Magistrate Judge Joseph C. Spero is assigned to hear all discovery disputes in
17 this case pursuant to a referral by the Honorable William H. Alsup. See Referral to Judge Joseph
18 C. Spero for all Discovery Disputes that is on file with the Court.

19 Plaintiff Johnson respectfully requests that the Honorable Susan Illston in addition to
20 presiding over this action for all Law & Motion, trial, etc. matters, also assume the rule and
21 responsibility of addressing any discovery disputes that may arise in this matter.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 DATED: May 9, 2008
2

FILICE BROWN EASSA & McLEOD LLP

3 By: _____ /s/
4 ROBERT D. EASSA
5 DELIA A. ISVORANU

6 Attorneys for Defendants
7 Chevron Corporation and
Chevron Environmental Management
Company

8 DATED: May 9, 2008
9

PLAINTIFF - *IN PRO SE*

10 By: _____ /s/
11 SAMUEL BERNARD JOHNSON III
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28